

IL-0090-18
F5-8201-1

this 13th day of August, 1940.

(Corporate Seal)

Lesser Goldman Company
By C. A. Schwabe
Vice-President

Attest:-

G. J. Mooney
Secretary.

Acknowledgment

State Of Missouri }
City Of St. Louis } SS.



I, the undersigned, a Notary Public, in and for said City of St. Louis, State of Missouri, Do Hereby Certify, that C. A. Schwabe, personally known to be the Vice-President of the Lesser Goldman Company, and G. J. Mooney, personally known to me to be the Secretary of said Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice-President and Secretary they signed and delivered the said instrument of writing as Vice-President and Secretary of said Company and caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Board of Directors of said Company, as their free and voluntary act, and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 13th day of August, 1940.

(Notarial Seal-City of St. Louis, Mo.)

John D. Ray.
Notary Public.

My Commission Expires:-
May 4th, 1942.

Filed for record this 26th day of September, A. D. 1940 at 11:59 A. M. Instrument #345124

This Deed made and entered into this 18th day of September, 1940, by and between Frederick Pitzman and Charles E. Richardson, of the City of St. Louis, State of Missouri, as Trustees, acting in pursuance and by virtue of the powers granted to them in and by a certain instrument dated December 26, 1928, and recorded in the Recorder's Office of St. Clair County, Illinois, in Book 723 on page 371, with power to alienate, as modified by instrument dated September 23, 1938, recorded in said Recorder's Office, in Book 885 on page 336, as Parties of the First Part, and the Midwest Rubber Reclaiming Company, a corporation, existing under and by virtue of the laws of the State of Missouri, licensed to do business in the State of Illinois, as Party of the Second Part;

Witnesseth:

That said Parties of the First Part, as such Trustees, in consideration of the sum of One Thousand Dollars (\$1000.00) and other valuable considerations, do hereby grant and convey to said Party of the Second part the following described real estate, to-wit:

A tract of land situated in the Third Subdivision of the Cahokia Commons, St. Clair County, State of Illinois, being partly in the Village of Cahokia and partly in the Village of Monsanto, said tract beginning at the point of intersection of the northern line of the private road, eighty feet wide, the center line of which is the line between Lots 200 and 201 of the Third Subdivision of the Cahokia Commons and the southeastern line of a tract of land acquired by the Midwest Rubber Reclaiming Company by deed recorded in Book 688,

page 255, St. Clair County Recorder's Office, thence South eighty-four (84) degrees thirty nine (39) minutes East, eight hundred eighty-one and eighty-five hundredths feet (881.85') along the northern line of said private road to a point in the western line of Mississippi Avenue or Illinois State Highway No. 3, said line being twenty-five feet (25') westwardly from and parallel with the western line of the concrete slab on said Highway, thence North seventeen (17) degrees one (01) minute East two hundred and ninety-seven feet (297') along the western line of said Highway to a point of curve, thence continuing along said Highway on a curve five hundred and ten and sixty hundredths feet (510.60') to a point in the southeastern line of said tract conveyed to the Midwest Rubber Reclaiming Company (The chord between the last two points bears North thirteen (13) degrees twenty one (21) minutes West five hundred and ten and five hundredths feet (510.05')), thence South fifty-seven (57) degrees eleven (11) minutes West twelve hundred eighty-eight and twenty hundredths feet (1288.20') along said line to the place of beginning; said tract is composed of parts of Lots 201, 204 and 205 of the Third Subdivision of the Cahokia Commons and contains eight and four hundred and eighty-seven thousandths (8.487) acres of land, more or less.

Also an easement eighteen feet wide, plus natural embankment slopes thru the extreme northwestern corner of property described as Parcel "B" in deeds to the Phillips Pipe Line Co., recorded in Book 760, page 426, and Book 753, page 545, St. Clair County Recorder of Deeds Office, and the northeastern extension of said easement to the south line of the property herein firstly described, said easement being bounded on the northwest by property acquired by the Midwest Rubber Reclaiming Company by deed recorded in Book 688, page 255, and being for the sole purpose of bringing a Terminal Railroad connection into the property above described

The Parties of the First Part also grant to the Party of the Second Part an easement to use the eighty foot wide road running along the south line of the triangular tract above described, in common with the Parties of the First Part, their successors and assigns and other owners of industrial property in the vicinity.

The above conveyances and grants are made subject to the following reservations, restrictions, agreements, understandings, etc.

(A) The Parties of the First Part reserve an easement for roadway and utility purposes and for any and all other purposes for which streets are generally used and any other purpose which will not interfere seriously with the business of the Party of the Second Part, said reserved easement to be eighty feet wide, the center line of which strip coincides with the dividing line between Lot 200 and Lot 201 of said Third Subdivision of the Cahokia Commons and extends from the Terminal Railroad right of way to Illinois State Highway No. 3. In addition to the above they reserve the right to grade said road to any grade they deem advisable, to build paving on said graded road and to dedicate said road or parts thereof to any political body they deem advisable under any conditions they deem advisable.

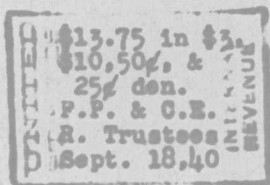
(B) The Party of the Second Part agrees not to build any connection with the Terminal Railroad south of the north line of said eighty foot wide easement without first submitting the plans and profiles of said connection to the Parties of the First Part or their successors or assigns, so that they may check same to be sure that the proposed switch or switches will not interfere with the best possible development of a roadway on said eighty foot strip. The Parties of the First Part, their successors or assigns shall either accept the plans and profiles as submitted or make reasonable suggestions of changes within a reasonable time. Not until the profiles are agreed to in writing shall the work of construction start. The Party

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of the Second Part, its successors or assigns, or the Terminal Railroad Association, its successors or assigns shall build and maintain at all times a safe and smooth road crossing of said switch or switches.

(C) The Party of the Second Part, its successors and assigns, shall forever use all reasonable precautions to prevent obnoxious odors or other nuisances from escaping from the premises herein described, or from any process or storage for which said premises are used.

The said Parties of the First Part on behalf of the said Trust Estate in their charge, hereby covenant to and do hereby warrant the title to said property as Trustees only, but not individually, free and clear of all encumbrances created by said Trustees, including all tenancies now in existence, excepting the taxes for the year 1940 and thereafter.

Witness our hands and seals this 18 day of September, 1940.



Frederick Pitzman (Seal)
Trustee

Charles E. Richardson (Seal)
Trustee.

State Of Missouri }
City Of St. Louis } ss.

I, Carolyn Eismann, a notary public in and for said City in the State aforesaid, do hereby certify that Frederick Pitzman and Charles E. Richardson, Trustees, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, as such trustees, but not individually, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 18th day of September, 1940.

(Notarial Seal-City of St. Louis, Mo.)

Carolyn Eismann
Notary Public.

My commission expires April 21, 1942.

Filed for record this 26th day of September, A. D. 1940 at 11:59 A. M. Instrument #5125

This Indenture Witnesseth, That the Grantors, Hannah R. Wallace, widow, Robert A. Kaufmann and Grace A. Kaufmann, his wife, joint tenants with right of survivorship and not as tenants in common, of the Village of Scarsdale, in the County of Westchester and State of New York, for and in consideration of the sum of One (\$1.00) Dollar, in hand paid, convey and warrant to Louise C. Wachtel, single and unmarried, of the City of East St. Louis, County of St. Clair and State of Illinois, the following described real estate, to-wit:

Lot numbered Twenty-three (23) in Block numbered Six (6) of Phil. Wolf's Subdivision of Lots 27 & 29, First Subdivision of Cahokia Commons, U. S. Survey #777 (now within the incorporated City of East St. Louis, Illinois); reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "F" on page 10;

situated in the City of East St. Louis, in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

therein set forth.

Given under my hand and Notarial seal this 2 day of April 1928.

My Commission expires Aug. 17 1929.

(Notarial Seal)

(City of St. Louis Mo.)

A. Ella Klobasa

Notary Public

Filed for record this 2nd day of April A.D. 1928 at 2:30 P.M. Instr. #142117 V

Special Warranty Deed.

This Indenture Witnesseth, That The Grantor, the Illinois State Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois,, Trustee, having its principal office in the City of East St. Louis, County of St. Clair and State of Illinois, for and in consideration of the sum of One and no/100 dollars, in hand paid, conveys to Southern Railway Company, a Corporation of the State of Virginia, of the - - County of - - State of - - -, the following described real estate, to-wit:

Lots numbered Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44), Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), and Forty-nine (49) in Block numbered Eight (8) of "Tesson", a subdivision of the Northern part of Lot Twenty-three (23), in Cahokia Commonfields, part of Surveys 120 to 125 inclusive; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "C" on page 5.

Situated in the County of St. Clair, State of Illinois, And the Illinois State Trust Company, Trustee, does hereby covenant with the said Southern Railway Company, its heirs and assigns, that the above granted premises are free and clear of all liens or encumbrances done or suffered by it, the said Illinois State Trust Company, Trustee, and that it, the Illinois State Trust Company, Trustee, for itself, its successors and assigns, will warrant and defend the said premises to the said Southern Railway Company, its heirs and assigns against the lawful claims and demands of all persons claiming by, from or under it, the said Illinois State Trust Company, Trustee, but against no other person or persons.

This deed is made, executed and delivered in pursuance of a resolution duly adopted at a meeting of the Board of Directors of the said Trust Company.

Grantee to pay general taxes for the year 1926 and 1927.

In Testimony Whereof, the said Trust Company has caused its corporate seal to be affixed and its presents to be signed by its Vice-President and attested by its Secretary this 31st day of March A D 1928.

(Corporate Seal)

Illinois State Trust Company, Trustee

Attest: C.G. Rogers

By A.W. Balts- Vice-President

Secretary

State of Illinois } ss
St. Clair County }

I, the undersigned, a Notary Public in and for said County in the State aforesaid, Do Hereby Certify, that A.W. Balts personally known to be the Vice-President of the Illinois State Trust Company, and C.G. Rogers, personally known to me to be the Secretary of said Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice-President and Secretary they signed and delivered the said instrument of writing as Vice-President and Secretary of said Company and caused the corporate seal of said Company to be affixed thereto, pursuant to authority given by the Board of Directors of said Company as their free and voluntary act, and as

deed from said Trustees, and for the successors and assigns of said Trustees, an easement for roadway and utility purposes and for any and all other purposes for which streets are generally used, and for any other purpose which will not interfere seriously with the business of the Party of the Second Part herein, its successors or assigns over a strip eighty feet wide, the center line of which strip co-incides with the dividing line between Lots 200 and 201 of said Third Subdivision of Canokia Commons.

(2) The first parties hereby also grant to the Party of the Second Part, its successors and assigns, forever, that certain easement (acquired by said R. Vernon Clark by said above mentioned deed from said Trustees) under, over and along a strip of land five feet wide for the purpose of building and maintaining a sewer pipe to connect the plant and plant premises of the second party, with Dead Creek, said strip to be either along the extreme northern boundary of Lot 211, co-incident with the similar easement granted to Darling & Company or along the extreme southern boundary of Lot 210, all in said Third Subdivision of the Canokia Commons. The exact location of said easement to be determined by survey, and shall be located so as to be mutually satisfactory to said Fitzman and McNulty as Trustees aforesaid, and to the Party of the Second Part herein. However, if and when once determined, the location of said easement shall not be subsequently changed, and the said other strip shall thereupon be free and clear of any and all rights, title and interest of the Party of the Second Part, hostile to such easement upon and in respect of said strip when once definitely located. Such location shall be evidenced by a further instrument executed like a deed by said Trustees and by the Party of the Second Part herein.

(3) The Second Party, its successors and assigns shall forever use all possible precautions to prevent obnoxious odors or other nuisances from escaping from its or their plant or plants or premises.

The Parties of the First Part hereby expressly assign to the Party of the Second Part herein, all of the rights and remedies acquired by said R. Vernon Clark by said above mentioned deed to him from said Trustees in respect of each and all of the warranties set out in and assumed by said Trustees in and by said deed, and the Parties of the First Part hereby further warrant to defend the title to said property unto the Party of the Second Part, its successors and assigns against all encumbrances of every kind created or suffered by the Parties of the First Part herein, except taxes for the year 1928 and thereafter.

Witness the hands and seals of the Parties of the First Part the day and year first above written.

R. Vernon Clark (Seal)

Lulu Butler Clark (Seal)

State of Missouri (ss

City of St. Louis (I, A. Ella Klobasa, a Notary Public within and for the City of St. Louis

State of Missouri, do hereby certify that R. Vernon Clark and Lulu Butler Clark, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes

Book 688

This Deed made and entered into this 2nd day of April 1928 by and between R. Vernon Clark and Lulu Butler Clark, his wife, of the City of St. Louis, State of Missouri, Parties of the First Part, and Mid-West Rubber Reclaiming Company, a Missouri corporation licensed to do business in the State of Illinois, Party of the Second Part, Witnesseth:

That said Parties of the First Part in consideration of the sum of \$32,600.00 and other valuable considerations, the receipt of which by them from the Party of the Second Part is hereby acknowledged, do hereby Grant and Convey unto the Party of the Second Part, its successors and assigns, the following described real property.

A tract of land in the "Third Subdivision of the Canokia Commons", also known of record as the "Subdivision of part of Commons of Canokia, or Survey No. 759" in St. Clair County, Illinois, and more particularly described as follows:

Beginning at the point of intersection of the west line of Mississippi Avenue, ninety feet wide and the south line of property heretofore conveyed to Darling & Company by deed dated the 7th day of February, 1920 and recorded in Book 542, page 159 of the Recorder of Deeds Office of St. Clair County, Illinois, thence southwardly along the west line of Mississippi Avenue, ninety feet wide, 741 feet $3\frac{3}{4}$ inches to a point, thence southwestwardly on a line parallel to and 566 feet southwardly from (at right angles) the said southern line of said Darling & Company tract, 1365 feet $1\frac{1}{4}$ inches to a point, thence on a curve to the left having a radius of 573.69 feet, which curve is tangent to said last described line and also tangent to a line parallel to and 14 feet east of the center line of the existing main line track of the East St. Louis & Carondelet Railway (terminal Railroad) which track is 33 feet 4 inches west of the east line of said railroad right of way 301 feet $5\frac{5}{8}$ inches to the east line of said railroad right of way, thence northwardly along said railroad right of way 768 feet $10\frac{5}{8}$ inches to the south line of said Darling & Company tract, thence on a curve to the right and having a radius of 573.69 feet a distance of 324 feet 7 inches following the southern line of said Darling & Company tract, thence northeastwardly along the south line of said Darling & Company tract 1291 feet $1\frac{3}{8}$ inches to the point of beginning, said tract being a part of Lots 200, 201, 204, 205, 208 and 209 of the said Third Subdivision of the Canokia Commons and containing exactly twenty (20) acres.

Also all rights, title and interest in a right of way reserved in a deed from Julius Pitman and Josephine E. Metnudy Trustees, who were the predecessors in title of Frederick Pitman and Josephine E. Metnudy, Trustees to Darling & Company by deed dated the 7th day of February 1920, and recorded in Book 542, page 159 of the Recorder of Deeds Office in St. Clair County, Illinois.

Being the same property acquired by said R. Vernon Clark from Frederick Pitman and Josephine E. Metnudy Trustees et al, by deed dated March 27, 1928 to which deed reference is hereby expressly made.

To have and to Hold the above described property to the party of the Second Part, its successors and assigns forever, subject to the following reservations, agreements, restrictions, easements etc. all as hereinafter set forth.

(1) The first parties reserve for themselves and for the benefit also of the grantors in said